

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In re:

Case No.: **807-74738-JBRJF**  
Chapter 7

SHAMIE A. SEVIER, ~~a/k/a~~  
**SHAMIE A. FREDERICK**

Debtor(s).  
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**STIPULATION AND ORDER APPROVING ASSUMPTION OF THE LEASE  
AGREEMENT BETWEEN DEBTORS AND CAB EAST, LLC AND ITS SERVICER  
FORD MOTOR CREDIT COMPANY (COLLECTIVELY "FMCC")**

**WHEREAS**, a motor vehicle lease agreement dated July 27, 2007 (the "Lease") requires Shamie A. Sevier ("Lessee") to tender certain monthly vehicle lease payments to FMCC, ("Lessor"), as well as requires compliance by both parties to certain terms and conditions regarding the lease of a 2007 Ford Explorer, bearing vehicle identification number 1FMEU74E37UB36937 (the "Vehicle"); and

**WHEREAS**, with respect to said Lease, the parties have executed a Lease Assumption Agreement dated January 12, 2008, and by and through their respective counsel, consent and stipulate to the entry of an Order of the Bankruptcy Court approving the Lease Assumption Agreement under the terms and conditions thereto; and

**WHEREAS**, the Lessee ~~and (if applicable) Co-Lessee~~ ~~has~~ve agreed to comply with the terms and conditions of the Lease and waive *inter alia* the effect, if any, a discharge issued under 11 U.S.C. §727 has with respect to the assumed Lease, the Vehicle and to Lessor, and its successors, agents and/or assigns by virtue of 11 U.S.C. §524(a); and

**WHEREAS**, the Court has been fully advised of the facts and circumstances hereof, and sufficient cause being found, it is hereby:

**ORDERED**, that the Lease Assumption Agreement is hereby approved; and it is further,

**ORDERED**, that and upon entry of this stipulation as an Order the Lease is assumed by the Lessee ~~and (if applicable) Co-Lessee~~ as a personal liability ~~of each of them~~, pursuant to 11 U.S.C. §365(p)(2); and it is further,

**ORDERED**, that in the event a discharge is issued in this matter pursuant to 11 U.S.C. §727, any effect of said discharge pursuant to 11 U.S.C. §524(a) shall not apply to the Lease, the Vehicle or to the Lessor and its successors, agents, and/or assigns; and it is further,

**ORDERED**, that this document may be executed in counterparts, and a facsimile copy of a signature on this document shall be acceptable as an original.

**STIPULATED, CONSENTED AND AGREED** this 18<sup>th</sup> day of January, 2008

MACCO & STERN, LLP  
*Attorneys for Lessor*

RONALD D. WEISS  
*Attorney for Lessee and Co-Lessee*

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**SO ORDERED**, this **25<sup>th</sup>**        day of **February**      , **2008**~~7~~

s/Jerome Feller

~~Joel B. Rosenthal~~ Jerome Feller  
United States Bankruptcy Judge

Account No.: 42798490